

RESOLUTION NO. 79-179

RESOLUTION APPROVING AGREEMENT BETWEEN LODI  
GRAPE FESTIVAL AND NATIONAL WINE SHOW AND THE  
CITY OF LODI FOR LEASE OF BUILDINGS AND GROUNDS


BE IT RESOLVED, that that certain lease agreement by and between the Lodi Grape Festival and National Wine Show, a nonprofit corporation, and the City of Lodi, a Municipal Corporation of the State of California, providing for the City of Lodi to lease buildings and grounds to conduct its recreational programs, be, and the same hereby is approved.

BE IT FURTHER RESOLVED, that the Mayor be and he hereby is, authorized and directed to execute said lease agreement on behalf of the City of Lodi.

Dated: December 5, 1979

I hereby certify that Resolution No. 79-179 was passed and adopted by the City Council of the City of Lodi in a regular meeting held December 5, 1979 by the Following vote:

Ayes: Councilmen - Katnich, McCarty, Pinkerton  
and Katzakian  
Noes: Councilmen - None  
Absent: Councilmen - Hughes

  
ALICE M. REINCHE  
City Clerk

L E A S E

THIS LEASE, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1979, and between LODI GRAPE FESTIVAL & NATIONAL WINE SHOW, a non-profit corporation, hereinafter called LESSOR, and the CITY OF LODI, a municipal corporation of the State of California, hereinafter called LESSEE:

WITNESSETH THAT:

1. LESSOR hereby leases unto LESSEE that certain real property situate in the City of Lodi, County of San Joaquin, State of California, more particularly described as follows: (Property description subject to revision for clarification purposes)

The East 525 feet of the following described parcel; Commencing at the Southeast corner of the Northeast  $\frac{1}{4}$  of Section 1, Township 3 North, Range 6 East, along the East line of Section 1 North 660 feet; thence N. 89 degrees 41' 30" W., 1320 feet; thence 749.1 feet; thence N. 86 degrees 26' E., 1322.6 feet to the point of beginning and containing 21.35 acres of land.

2. It is understood that said property shall be used by LESSEE only for the purpose of conducting a golf driving range thereon along with such other customary auxiliary services as are generally provided at golf driving ranges.

3. This lease shall commence as of July 1, 1979, and terminate on the 30th day of June, 1982.

4. It is understood that LESSEE will sublet said premises to an individual or individuals for the purpose of operating said golf driving range, and that as a part of said rental, LESSEE shall be entitled to a percentage of the receipts from the use of golf balls. As rent for this lease, it is understood and agreed that LESSEE shall pay to LESSOR 50 per cent of all of the revenue received by LESSEE from the operator of the range for the rental of the golf balls. LESSEE shall pay said rent to LESSOR

monthly or immediately after receiving receipts from Sub-LESSEE. It is expressly understood that no other sub-letting of the property by the LESSEE or its sub-LESSEE shall be permitted.

5. It is understood and agreed that all surface improvements on the demised premises, including buildings, poles and lights, are the property of LESSEE and may be removed by LESSEE at the termination of this lease or sooner, provided that the LESSEE is not in default in any of the terms and provisions hereof.

6. It is understood and agreed that neither the LESSEE nor sub-LESSEE will attach any permanent buildings or fixtures to the grounds without first obtaining written permission of the LESSOR.

7. It is understood and agreed that neither LESSEE nor sub-LESSEE of said Golf Driving Range shall be entitled to use or occupy said land during the annual Grape Festival, i.e. the three days immediately preceding the opening day of Festival and the two days following Festival, and that neither LESSEE nor sub-LESSOR is to water the lawn for at least three days prior to the 1st day of Festival. Watering will not commence until after the Festival and said Golf Range property is returned to sub-LESSEE as it was received.

8. It is understood and agreed that, in the event LESSOR rents the Festival grounds for major events requiring additional parking or other use of the Golf Range property, neither LESSEE or sub-LESSEE shall water the lawn for at least three days prior to the 1st day of the event and LESSOR agrees to reimburse sub-LESSEE for lost revenue from operation of driving range at the rate of Seventy-five (\$75.00) Dollars per day of actual use of LESSOR, it being understood this provision shall not apply to the annual Grape Festival period, weed preceding and two days following.

9. It is understood and agreed that the LESSOR may cancel this lease upon giving the LESSEE twelve (12) months' written notice prior thereto. It is understood

that the same conditions would prevail should LESSEE want to terminate.

10. If for any reason the LESSEE shall terminate its sub-lease with the Golf Range operator on record at time of this agreement, it is understood that no new sub-lease will extend beyond the expiration time of this document.

11. LESSEE covenants and agrees to properly water and mow the present lawn and turf located on the demised property.

12. LESSEE does hereby agree to indemnify, defend, and save LESSOR free and harmless from any and all claims for loss, damage, injury or liability to persons or property that may arise during the time that LESSEE is using said leased premises. LESSEE agrees, at all times during the continuance of this lease, to maintain adequate public liability and property damage insurance covering its use, occupancy, and operation of said premises. Such policy or policies shall carry a specific endorsement providing that the LESSORS, its officers and employees, the County of San Joaquin and that State of California are named as additional insureds and that such liability policy or policies are primary insurance as to any similar insurance carried by the LESSOR. LESSEE shall furnish LESSOR with satisfactory proof of the carriage of insurance required by the LESSOR, and there shall be a specific contractual liability assumed by LESSEE pursuant to the lease. Any policy of insurance required of LESSEE under this lease shall also contain an endorsement providing that at least 10 (ten) days' notice must be given in writing to LESSOR of any pending change in the limits of liability or of any cancellation or modification of the policy or policies.

IN WITNESS WHEREOF, the parties have set their  
hands as of the day and year first hereinabove written.

LESSOR

LODI GRAPE FESTIVAL & NATIONAL  
WINE SHOW, a non-profit corporation

(SEAL)

By \_\_\_\_\_  
PRESIDENT

By \_\_\_\_\_  
SECRETARY-MANAGER

LESSEE

CITY OF LODI, a municipal corporation  
of the State of California

(SEAL)

By *Ed J. Kozakian*  
MAYOR

ATTEST:

By *Mary W. Beardsley*  
CITY CLERK